# **EXHIBIT A**

# DETAILED SCHEDULE OF ITEMIZED CHARGES

**TBD** 

#### **EXHIBIT B**

# Network Element Bona Fide Request Process

- 1.0. Any request by AT&T for access to a Verizon unbundled Network Element or Combination that is not already available and that Verizon is required by Applicable Law to provide shall be treated as a Network Element Bona Fide Request pursuant to this Exhibit B.
- 1.1 Notwithstanding anything to the contrary in this Exhibit B, Verizon shall not be required to provide a proprietary Network Element to AT&T under this Exhibit B except as required by Applicable Law.
- 2.0 The following process shall be used to promptly consider and analyze requests for Network Elements and Combinations required to be provided under Applicable Law which are not specifically identified in this Agreement. These requests shall hereinafter be referred to as "Network Element Bona Fide Requests." The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.
- 3.0 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element or Combination.
- 4.0 Within ten (10) business days of its receipt, Verizon shall acknowledge receipt of the Network Element Bona Fide Request.
- 5.0 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, Verizon shall provide to AT&T a preliminary analysis in writing of such Network Element Bona Fide Request (hereinafter referred to as a "Preliminary Analysis") at no charge to AT&T. The Preliminary Analysis shall (i) state whether Verizon will offer access to the Network Element or Combination or (ii) provide an explanation that access to the Network Element or Combination is not technically feasible and/or that the request does not qualify as a Network Element or Combination that is required to be provided by Verizon under Applicable Law.
- 6.0 If Verizon determines that the provision of a Network Element or Combination requested in the Network Element Bona Fide Request is technically feasible and is required to be provided under Applicable Law, it shall proceed with developing the Network Element Bona Fide Request upon written authorization from AT&T. When it receives such written authorization, Verizon shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Within 90 days of its receipt of such request by AT&T to proceed

with developing the Network Element Bona Fide Request, Verizon shall provide a quote for the Network Element or Combination requested, including a description of each Network Element or Combination, its availability, applicable prices and installation intervals (hereinafter referred to as a "BFR Quote").

- 7.0 Unless the Parties otherwise agree, the Network Element or Combination requested must be priced in accordance with Section 252(d)(1) of the Act.
- 8.0 Within thirty (30) days of its receipt of the BFR Quote, AT&T must either confirm its order for the Network Element Bona Fide Request pursuant to the BFR Quote or seek relief pursuant to the Dispute Resolution Process set forth in Section 28.11.
- 9.0 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek relief pursuant to the Dispute Resolution Process set forth in Section 28.11.
- 10.0 AT&T may cancel its Network Element Bona Fide Request at any time but shall pay Verizon's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

# **SCHEDULE 4**

# **SCHEDULE 4 - INTERCONNECTION**

- 1 Compensation terms for Exchange Service Interconnection Traffic ("ESIT") and facilities and trunking to provide ESIT are set forth in Exhibit A (Pricing) of this Agreement.
- Related record-keeping and record exchange requirements are set forth in Section 5.6 (Measurement and Billing) and related Schedules of this Agreement.
- Charges for physical network interconnection, including port, collocation, and transport (facility and trunk) will be pursuant to Exhibit A (Pricing) of this Agreement.
- Interconnection provided by VERIZON to AT&T shall be at least equal in quality to that provided to itself or any subsidiary, affiliate or third party and is subject to the requirements of Section 26 (Performance Standards, Measurements and Penalties) of this Agreement.

### PART A: POINTS OF INTERCONNECTION

- 1. Each Party shall interconnect to the other Party's network in accordance with the following:
- VERIZON shall permit AT&T to interconnect at any technically feasible point on the VERIZON network, including, without limitation, Tandems, End Offices, outside plant facilities, and customer premises. The point where the Parties interconnect shall be called a Point of Interconnection ("POI"). Such POIs shall be used to (1) deliver ESIT originating on AT&T's network to VERIZON and (2) to exchange Transit Traffic and Meet Point Billing Traffic.
- 1.2 At AT&T's sole discretion, AT&T will establish one or more POIs within a LATA in which AT&T offers local exchange service.
- 1.3 VERIZON shall interconnect to the AT&T network (i.e., establish a POI) for the delivery of ESIT originating on the VERIZON network at such points mutually agreed to between the Parties or, lacking mutual agreement, at each respective AT&T Switch serving the terminating AT&T end user.
- 1.4 Each Party will be responsible (including financial responsibility) for providing all of the facilities and engineering its network on its respective side of each POI.
- 1.5 Each Party shall compensate the terminating Party under terms of this Agreement for any transport that is used to carry ESIT between the POI and a distant switch serving the terminating end user. Such transport shall be either Dedicated

- Transport or Common Transport pursuant to the interconnection method elected by the originating Party, subject to the terms of Part B.
- In the event that AT&T elects to offer service within a LATA using a switch located in another LATA, AT&T agrees to provide the transport for both Parties' traffic between the remote AT&T switch and a point (i.e., a facility point of presence) within the LATA in which AT&T offers service. Such facility point of presence shall be deemed to be an AT&T Switch Center for the purposes of this Schedule.
- 1.7 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Agreement and accepted industry practices.
- 1.8 Nothing in this Schedule shall limit AT&T's right to interconnect with VERIZON.

# PART B: INTERCONNECTION ARCHITECTURE

- 1 AT&T METHODS AT&T, in its sole discretion, may specify one or more of the following methods to interconnect with the VERIZON network:
- 1.1 Collocation VERIZON shall provide collocation to AT&T pursuant to the terms set forth in Section 13 (Collocation) of this Agreement. AT&T may, at its option, purchase such collocation at the rates, terms, and conditions set forth in this Agreement.
- 1.2 UNE Dedicated Transport provided by VERIZON such leased facilities shall be provided at the rates, terms, and conditions set forth in this Agreement and consistent with applicable law.
- 1.3 Exchange Access Dedicated Transport (i.e., entrance facilities) provided by VERIZON such leased facilities shall be provided at the rates, terms, and conditions set forth in the VERIZON exchange access tariff and consistent with applicable law.
- 1.4 Third Party Facilities where AT&T utilizes the facilities provided by a source other than itself or VERIZON. AT&T shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.
- 1.5 Intra-building Interconnection where both Parties have a presence within a building (e.g., a commercial building that is not a telephone central office or a telephone central office condominium arrangement) utilizing an intra-building cable.

- 1.6 Mid-Span Fiber Meet is an interconnection method whereby the Parties jointly establish a fiber optic facility system, with each Party providing the appropriate fiber optic terminal equipment located in its serving wire center designated by AT&T and the appropriate fiber optic cable strands between its serving wire center and a splice location designated by AT&T.
- 1.6.1 The Parties shall provision any Mid-Span Fiber Meet by initially allocating the use of the facilities equally, with half the facility channels allotted to the use of AT&T, and half of the facility channels allotted to the use of VERIZON. Neither Party shall take any action that is likely to impair or interfere with the other Party's use of its allotted facilities.
- If AT&T elects to interconnect with VERIZON through a Mid-Span Fiber Meet arrangement, such arrangement shall utilize SONET protocol and provide the Parties multiple DS-3 interfaces or mutually agreed upon OC-n interfaces. In the event a Mid-Span Fiber Meet arrangement is utilized, unless the Parties agree otherwise, each Party agrees to bear all expenses associated with the purchase of appropriate equipment, materials, or services necessary to install and maintain such arrangement on its side of the fiber splice. The reasonably incurred construction costs for a Mid-Span Fiber Meet established pursuant to this Section will be shared equally (i.e., 50:50) between the Parties, unless otherwise agreed in writing. No other charges shall apply to either Party's use of its allotted facilities over such Mid-Span Fiber Meet arrangement for the term of the Agreement. Augments to the Mid-Span Fiber Meet shall be mutually agreed to by the Parties in writing. Either Party may purchase transport capacity on the Mid-Span Fiber Meet arrangement allotted to the other Party when the other Party has spare capacity. Spare capacity shall mean an existing unused DS3 facility between the Mid-Span Fiber Meet fiber optic terminals that the providing Party does not plan to use within the next twelve months immediately following the request for spare capacity. A Party must respond to a request for spare capacity from the other Party within ten (10) business days notifying the other Party whether the spare capacity exists. If spare capacity is available, the providing Party shall provision the spare capacity within thirty (30) business days from the date of the request if no significant equipment hardware and/or software additions or changes are required. If significant hardware and/or software additions or changes are required, the providing Party shall provision the spare capacity within a commercially reasonable time frame using commercially reasonable efforts to minimize the amount of time required to effectuate such required additions or changes, but in no event later than one hundred twenty (120) business days from the date of the request. After provisioning of the spare capacity is completed, the Party receiving the spare capacity may place orders for services using that spare capacity. Once orders are submitted by the Party receiving the spare capacity, the standard provisioning intervals will apply based on the types of services requested, provided that all necessary facilities beyond the Mid-Span Fiber Meet fiber optic terminals are available. The rate charged by one Party to the other Party for such spare capacity shall be no more than the rates set forth in Exhibit A (Pricing) for UNE-Dedicated Transport.

- 1.6.3 The originating Party is responsible for transporting its traffic from the cross-connection device (e.g., DS-X or LG-X panel) serving the terminating Party's terminating electronics for the Mid-Span Fiber Meet to the POI that is applicable to the traffic which is being terminated. The originating Party shall provide or cause to be provided any transport needed to deliver its traffic to any such POI that is not within the same serving wire center as the Mid-Span Fiber Meet terminal equipment. The Parties will utilize one of the interconnection methods set forth in this Part B Section 1 or Section 2, as applicable, for any such additional transport.
- In establishing a Mid-Span Fiber Meet arrangement and associated interconnection trunking, or an augment to such an arrangement, the Parties agree to work together on routing, determining the appropriate facility system size (i.e., OC-n) based on the most recent traffic forecasts, equipment selection, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement and associated interconnection trunking ("Implementation Provisions"). The Implementation Provisions shall be agreed to by the Parties in writing at the initial implementation meeting. If, despite the Parties good faith efforts, the Parties cannot agree on material terms relating to the Implementation Provisions, the dispute resolution provisions of Section 28.11 of this Agreement shall apply. Unless otherwise mutually agreed, in order to delay the Mid-Span activation date required under this Section either Party must be granted a stay of the timeframe by the Commission. The activation date for a Mid-Span Fiber Meet arrangement or an augment to such arrangement, shall be established as follows: (i) the Mid-Span Fiber Meet facilities shall be activated within 120 days from the initial implementation meeting which shall be held within 10 business days of the receipt by VERIZON of AT&T's complete and accurate response to the VERIZON Mid-Span Fiber Meet questionnaire and (ii) the provisioning for the DS3 facilities and the trunk groups up to 10 new trunk groups or 1440 switched trunks, within 60 business days after the Mid-Span Meet facility system is activated. Intervals for quantities of trunks greater than the specified limits shall be negotiated by the Parties. The timeframes specified in this section are contingent upon AT&T's completing its milestones agreed to at the initial implementation meeting on time. If AT&T obtains dark fiber from a third party for its portion of the fiber optic cable, AT&T shall use reasonable efforts to ensure that the third-party provider does not unreasonably delay VERIZON's efforts to complete the interconnection by the deadline. Any Mid-Span Fiber Meet arrangement where the fiber splice location will be located at a third-party premises is expressly conditioned on the Parties having sufficient fiber optic cable capacity at the requested location to meet such request, each Party having unrestricted 24-hour access to the requested location, and on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

- 1.6.5 Unless the Parties otherwise mutually agree, the SONET data control channel will be disabled.
- 1.7 Any other technically feasible method requested by AT&T.
- 2. VERIZON METHODS VERIZON may specify one or more of the following methods to interconnect with the AT&T network, subject to the terms herein:
- 2.1 Space License AT&T, at its sole discretion, may permit VERIZON to utilize space and power in AT&T facilities specified by AT&T solely for the purpose of terminating ESIT, Transit Traffic and Meet Point Traffic (collectively "I-Traffic"). The terms and conditions of such arrangement shall be pursuant to Schedule 4.2.2 (Space License) of this Agreement.
- 2.1.1 Notwithstanding AT&T's sole discretion to permit VERIZON to utilize space and power in AT&T facilities, if VERIZON is providing to AT&T an exchange access entrance facility to a certain AT&T Switch Center and the terminating equipment used to provide such exchange access entrance facility has spare capacity, then VERIZON may, at its discretion, use the spare capacity of such equipment to establish transport facilities for the purpose of terminating I-Traffic under the terms, conditions and prices set forth in Schedule 4.2.2 (Space License) of this Agreement.
- 2.2 Dedicated Transport provided by AT&T Such leased facilities shall be provided, where available at the rates, terms, and conditions set forth in this Agreement or AT&T tariff. Dedicated Transport shall be considered available based on AT&T's projected need for the requested capacity over the term requested by VERIZON.
- 2.3 Third Party Facilities where VERIZON utilizes the facilities provided by a source other than itself or AT&T. VERIZON shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.
- 2.5 Intra-building Interconnection subject to mutual agreement of the Parties, where both Parties have a presence within a building (e.g., a commercial building that is not a telephone central office or a telephone central office condominium arrangement) utilizing an intra-building cable.
- 2.6 Mid-Span Fiber Meet interconnection of each Party's fiber cable at a location to which the parties have mutually agreed. Such arrangements, when at the request of VERIZON, are subject to the mutual agreement of the Parties. Unless otherwise mutually agreed, each Party shall bear its own costs to install and operate the facilities on its side of the fiber optic splice connection.
- 2.6.1 The Parties will work cooperatively in the selection of compatible transmission equipment.

- 2.6.2 Unless the Party's otherwise mutually agree, the SONET data control channel will be disabled.
- 3. TRANSITION TO NEW ARRANGEMENT The Parties will implement the interconnection arrangement specified in this Schedule in accordance with the following:
- 3.1 Upon the Effective Date of the Agreement, if either Party is providing interconnection facilities and/or transport to the terminating Party as described in Part A and for which the terminating Party was not paying compensation under the former agreement, then the providing Party may immediately assess, and the terminating Party shall pay, the charges for such interconnection facilities and transport, as applicable.
- 3.2 If either Party determines that the interconnection arrangement implemented under the former agreement does not comport with interconnection arrangement set forth in this Schedule, then such Party may request that the existing interconnection arrangement be converted to the interconnection arrangement set forth in this Schedule. To assure that any such conversion is reasonable, such conversions will be implemented in accordance with the following guidelines.
- 3.2.1 Within forty five (45) days of a request by either Party to convert the existing interconnection arrangement, the Parties will mutually develop a transition plan for each LATA based on the terms of this agreement that will specify: (1) each Party's POIs; (2) to the extent known at that time, each Party's plans for deploying new interconnection facilities (e.g., build or lease); (3) the existing interconnection arrangements that will be grandfathered, if any; (4) the applicable grandfather period for each such arrangement; (5) the sequence and timeframes for the balance of the existing arrangements to be converted to the new interconnection arrangement; and (6) any special ordering and implementation procedures to be used for such conversions.
- 3.2.2 If the Parties have deployed two-way ESIT trunk groups (exclusive of exchange access trunks on which the parties may have combined ESIT) under the previous agreement, then at AT&T's request VERIZON hereby agrees that: (1) as of the date of AT&T's request the existing two-way trunk groups will be capped (i.e., no longer augmented); (2) the Parties will establish and augment new one-way trunk groups for traffic growth; (3) with respect to end-office trunk groups, one-way groups shall be designated primary-high, and two-way end-office trunk groups shall be designated intermediate-high; (4) with respect to tandem trunk groups, one-way groups shall be designated direct or alternate final and two-way groups shall be designated alternate final or intermediate high; both as designated by AT&T; and (5) notwithstanding the one-year limit set forth in Section 3.2.4, on the date requested by AT&T, the two-way groups will be discontinued and the affected traffic will be routed via the one-way trunk groups.

- 3.2.3 Unless otherwise mutually agreed, each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Agreement.
- 3.2.4 Unless otherwise mutually agreed, the Parties will complete the conversion within one (1) year of the request by either Party to convert the existing interconnection arrangement.
- If, following one (1) year after the request by either Party to convert the existing interconnection arrangement pursuant to Section 3.2, there exists any I-Traffic trunks which (1) are not grandfathered pursuant to Section 3.2.1 of this Part B and (2) have not been converted to the interconnection arrangements described in this Agreement, then either Party may elect to initiate an Alternative Dispute Resolution proceeding, in accordance with the process set forth in Section 28.11 of this Agreement, to require the other Party to complete such conversion.
- MEET POINT TRAFFIC The Parties will establish two-way meet point trunk groups separate from ESIT trunk groups, to carry Meet Point Traffic. The trunks will be established in GR-394-CORE format. The Parties agree that the following provisions will apply to the switching and transport of Meet Point Traffic:
- 4.1 AT&T will provide local switching and, at its discretion, transport of Feature Group B and D calls from AT&T end-users who have chosen an IXC that is connected to Verizon's tandem switch.
- 4.2 Verizon will provide tandem switching and, if so requested by AT&T, transport of Feature Group B and D calls from AT&T end-users who have chosen an IXC that is connected to Verizon's tandem switch.
- 4.3 Neither Party will charge the other for the use of its facilities, and the Parties will each bill the IXC customer in accordance with MECOD/MECAB guidelines.
- 4.4 Neither Party will have the responsibility for ensuring that the Switched Access Service customer accepts or pays for the traffic billed by the other Party.
- 4.5 Verizon shall direct traffic received from Switched Access customers directly to AT&T's end office serving the called party where such connection exists and is available.
- 4.6 Originating Feature Group B calls delivered to either Party's tandem shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access tandem.
- 4.7 The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is

different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.

- 5. STANDARDS The Parties will use the following interconnection standards:
- The Parties agree to establish Binary 8 Zero Substitution Extended Super Frame ("B8ZS ESF") line protocol, where technically feasible.
- In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. Except where multiplexing to a DS1 signal, DS3 facilities will be provisioned with C-bit parity.
- 5.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.
- 5.4 All interconnection facilities between the Parties will be sized according to forecasts developed per the requirements of Section 10.3 (Forecasting) of this Agreement and sound engineering practices.
- Interconnection will be provided, subject to the operations plan described in Section 2 of Part B, utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (e.g., STS-1)
- 6.0 COMPETITIVE TANDEM SERVICE Upon request by AT&T, the Parties will establish two-way competitive-tandem trunk groups separate from ESIT trunk groups, to carry traffic between AT&T's switched access customer connected to AT&T's switch and Verizon's local customers. Such trunks will be established in GR-394-CORE format. The Parties agree that the following provisions will apply to the switching and transport of competitive-tandem traffic:
- 6.1 Verizon will provide to AT&T UNE local switching, tandem switching and transport of Feature Group D calls from end-users who have chosen an IXC that is connected to the AT&T's tandem switch.
- 6.2 The charges applicable to the functions provided by Verizon to AT&T will be in accordance with Exhibit A.
- 6.3 Verizon may bill AT&T directly for the UNEs ordered by AT&T.

- AT&T shall direct traffic received from Switched Access customers directly to Verizon's end office serving the called party where such connection exists and is available. Where no such end office connection exists or is available, AT&T may direct such traffic to Verizon's tandem serving the called party's end office.
- 6.5 Upon request from AT&T, Verizon shall provide the Carrier Identification Parameter option with competitive-tandem trunk groups ordered by AT&T, so that the primary customer's carrier identification code (CIC) or the CIC designated by the origination of the call will be sent to AT&T in the initial address message of the common channel signaling protocol.
- The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, the Parties will pass any CPN they receive from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by AT&T, Verizon will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.

### PART C: TRUNK ARRANGEMENTS

- 1. The Parties shall establish the following separate and distinct trunk groups in accordance with this Part C.
- One-way ESIT trunks for the transmission and routing of terminating ESIT,
  Transit Traffic, and translated intraLATA 8YY traffic. If AT&T so requests, such
  trunk groups will operate as two-way trunks for testing purposes, but shall carry
  only one-way terminating traffic.
- 1.2 Two-way Meet Point Billing trunks for the transmission and routing of jointly provided exchange access traffic, including translated interLATA and intraLATA 8YY traffic in accordance with Part B, Section 4.
- 1.3 At AT&T's request, one-way untranslated 8YY trunks for the transmission and routing of untranslated 8YY traffic. All originating toll free service calls for which AT&T requests that VERIZON perform the SSP function (e.g., perform the database query) shall be delivered to VERIZON, using an agreed upon signaling format. This can be either GR-394-CORE format with Carrier Code "0110" and a mutually agreed upon Circuit Code or GR-317-CORE format. Charges for dipping and transport to the IXC will be billed in accordance with MECOD/MECAB guidelines.

- 1.4 Two-way BLV/BLVI trunks for the transmission and routing of BLV/BLVI traffic between each Party's operator service bureau, in accordance with Section 12 below.
- One-way 911/E911 Trunks for the transmission and routing of terminating E911/911 traffic.
- 1.6 Where traffic management or protective protocols such as call gapping are not implemented, one-way choke trunks for traffic congestion and testing.
- 1.7 One-way or two-way, as requested by AT&T, combined-use FG-D trunks on which AT&T may combine originating ESIT with exchange access traffic on Feature Group B and D exchange access trunks AT&T obtains from VERIZON, and AT&T report to VERIZON the factors necessary for proper billing of such combined traffic as set forth in Section 5.6 (Measurement and Billing) of the Agreement.
- 2. All originating Toll Free Service calls for which the End Office Party performs the SSP function, if delivered to the Tandem Party, shall be delivered by the End Office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls, over a separate Meet Point Billing Trunk Group. This trunk group can also be used for incoming IXC originated traffic destined for the AT&T End Office.
- 3. Notwithstanding Section 6 below, if AT&T implements multiple Meet Point Billing trunk groups in a LATA, then AT&T will route all translated intraLATA 8YY traffic originating on any Nortel DMS250<sup>TM</sup> and Lucent 5ESS<sup>TM</sup> switch identified in the LERG with an OCN of 7124 to a mutually agreed upon, single destination (i.e., VERIZON Tandem) in the LATA.
- 4. The originating Party will determine trunk routing for ESIT it delivers to the other Party. The terminating Party may send the originating Party a TGSR to (1) groom out trunks to one or more alternative switches or (2) augment or diminish certain trunk groups. Upon receipt of a TGSR, the originating Party agrees to promptly evaluate the request and reply whether it agrees to implement or not the TGSR action.
- 5. The Parties will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's switches within each LATA.
- 6. The Parties shall deliver over any I-Traffic trunk groups groomed for a specific access tandem only traffic destined for those publicly-dialable NPA-NXX codes served by: (1) End Offices that directly subtend the access Tandem; (2) other VERIZON End Offices that do not normally subtend such Tandem, for which calls are routed to that End Office on an alternate routing basis; and (3) those providers (including, but not limited to CMRS providers, ITCs, other independent LECs, and CLECs) that directly connect to the access Tandem. With respect to Subsection (2), VERIZON will provide to AT&T any alternate routing plan it has

- developed, so that AT&T may route traffic pursuant such plan in the event of a network failure or other service affecting event.
- 7. The Parties shall deliver over any I-Traffic trunk groups groomed for a specific End Office only traffic destined for those publicly-dialable NPA-NXX codes served by that End Office, unless otherwise agreed to by the Parties.
- 8. The source for the routing information for all traffic shall be the then current version of the LERG issued by Telcordia Technologies, Inc., unless otherwise agreed to between the Parties.
- 9. Where either Party delivers over the ESIT trunk groups miscellaneous calls (i.e., time, weather, 976, Mass Calling Codes) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG. Billing for these calls will be as defined in Section 5.6 (Measurement and Billing) or Section 7 (Transport and Termination of Other Types of Traffic), as applicable.
- 10. Subject to the network management provisions of Section 10 of the Agreement, the Parties will cooperate to establish either (1) the capability to perform call gapping and other protective network traffic management controls or (2) separate, choke trunk groups for the completion of calls to Customers such as radio contest lines.
- 11. N11 codes (e.g., 411, 611, 911) shall not be sent between the Parties' networks over the I-Traffic trunk groups. Where applicable (e.g., 911), separate trunk groups will be established to carry traffic associated with such codes.
- 12. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective line side end users. BLV and BLVI inquiries between operator bureaus shall be routed over the ESIT trunk groups(s) using network-routable access codes published in the LERG.
- 13. With respect to ESIT trunk groups, the originating Party shall be responsible for all Control Office functions for interconnection trunks and trunk groups; as well as the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups as more fully described in Section 10 (Network Implementation) of this Agreement. With respect to Meet Point trunk groups, the End Office Party is responsible for all Control Office functions, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for those trunks and trunk groups as more fully described in Section 4 of Part B herein and Section 10 (Network Implementation) of this Agreement.
- 14. The Parties will implement trouble and testing procedures in accordance with the terms set forth in Section 10 (Network Implementation) of this Agreement.

- 15. The technical and operational interfaces and procedures to be followed by the Parties are set forth in Section 10 (Network Implementation) of this Agreement.
- 16. The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information will be provided by the Parties in the frequency and format set forth in Section 10.3 (Forecasting) of this Agreement.
- 17. A blocking standard of one half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided Switched Access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).
  - To ensure that blocking standards are being met, VERIZON agrees to provide upon request of AT&T, the following information on all trunks, regardless of the type of traffic being transported:
- 17.1 the percentage of trunk groups blocked by route in VERIZON's network,
- 17.2 traffic usage data (including, but not limited to, usage, peg and overflow counts) for each AT&T NXX subtending the VERIZON tandem to determine which AT&T traffic by NXX is being blocked, and
- 17.3 the point(s) behind the tandem in VERIZON's network where the blocking is occurring.
- 18. The Parties agree to jointly manage the capacity of I-Traffic trunk groups by developing and implementing engineering guidelines which will encourage the economic deployment of increasingly robust and diverse interconnection between their networks. The Parties agree that these guidelines, when developed, will form the basis for creation of additional trunking.

# **SCHEDULE 4.2.2**

### **SCHEDULE 4.2.2**

#### **SPACE LICENSE**

- 1. AT&T, at its sole discretion, may license Verizon to situate Verizon equipment in the AT&T Central Office ("CO") and to utilize AT&T site support services in the AT&T CO such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of delivering I-Traffic to AT&T for completion in accordance with Schedule 4, Part B (Interconnection Architecture) of this Agreement. Such licenses and site support services are referred to herein collectively as a "Space License."
- 2. The only allowable network interfaces under a Space License are DS1 and DS3.
- 3. Space Licenses are available at AT&T's sole discretion and are further subject to the availability of space and site support services in each AT&T CO. To establish a Space License, Verizon must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.
- Among the information to be provided in the questionnaire, Verizon must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the AT&T CO in which Verizon's equipment is or is to be located is referred to herein as the "Equipment Space."
- 3.2 Verizon is responsible for the installation of Licensed Facilities in accordance with AT&T's installation processes and procedures.
- 3.3 If Verizon desires to modify its request, prior to notification from AT&T regarding availability, Verizon may do so by requesting that AT&T cancel the original request providing a new questionnaire to AT&T to process.
- 4. Following receipt of the questionnaire, AT&T will determine whether there is sufficient AT&T CO space and site support services to meet the request contained in Verizon's questionnaire. AT&T will notify Verizon in writing whether there is sufficient AT&T CO space available for each such request.
- 5. Upon receiving written notification of the availability of AT&T CO space from AT&T, Verizon will provide written verification that it still requires such AT&T CO space. This written notification is Verizon's firm order for each AT&T CO space requested, and will constitute an executed Space License under the terms of this Agreement.

- 6. The rates and charges payable by Verizon under this Space License are set forth in Exhibit A (Pricing) of this Agreement or in AT&T's applicable Tariff.
- 7. AT&T agrees to provide site support services as follows:
- 7.1 AT&T will design, engineer, furnish, install, and maintain cable racks for Verizon's use.
- 7.2 AT&T will design, engineer, furnish, install, and maintain a battery distribution fuse board (BDFB) from which AT&T will supply DC power to Verizon.
- 7.3 AT&T will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.
- 7.4 AT&T will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that AT&T maintains for its own similar equipment.
- 8. AT&T will specify the location and dimensions of the Equipment Space and at its sole discretion will specify any physical or space separation requirements.
- 9. Verizon will use the Space Licenses for the solely for the purpose of delivering its I-Traffic to AT&T, so that AT&T may complete such calls in accordance with Schedule 4 (Interconnection) of this Agreement. Verizon agrees not to make any other use of the Space Licenses without the advance written consent of AT&T.
- 10. Upon reasonable advance notice and for the limited purpose of performing work for which Verizon is responsible under this Schedule or Agreement, AT&T licenses Verizon to enter and exit the Equipment Space through portions of the AT&T CO as designated by AT&T. Unless a service outage is occurring or appears to be imminent, Verizon shall perform its work in the AT&T CO during regular business hours as designated from time to time by AT&T.
- Verizon's employees and AT&T approved contractors authorized to enter the Equipment Space, or provide a twenty four (24) hour local or toll-free telephone number which AT&T can use to verify the authority of such persons. Verizon shall also furnish to AT&T, and keep current, samples of the identifying credentials to be carried by such persons. AT&T will permit entry to the Equipment Space by persons named on such then-current lists or verified by means of the local or toll-free telephone number, and bearing such identifying credentials. Notwithstanding any other provisions of this Agreement, Verizon hereby releases AT&T, AT&T's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any such persons whom AT&T has admitted in good faith to the AT&T CO.

- While in the AT&T CO, employees of Verizon and its contractors must comply at all times with AT&T's security and safety procedures and requirements. AT&T may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with AT&T's procedures and requirements after being notified of them.
- 13. Verizon will be responsible for selecting its contractors and causing their compliance with this Schedule or Agreement.
- 14. Each Party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other Party's property and the property of others in and around AT&T's CO.
- 15. Verizon's employees and contractors shall refrain from using any Licensed Facilities, equipment, tools, materials, or methods that, in AT&T's sole judgment, might cause damage to or otherwise interfere with AT&T's operations. AT&T reserves the right to take any reasonable action to prevent potential harm to the services, personnel, or property of AT&T (and its affiliates, vendors, and customers).
- 16. In addition to the Licensed Facilities, Verizon may bring into the Equipment Space the small tools and portable test equipment needed for the work for which Verizon is responsible. Verizon will be responsible for the care and safeguarding of all such items. Verizon may not bring any other items into the AT&T CO without AT&T's prior written consent. In particular, and without limiting the foregoing, Verizon may not bring into the AT&T CO any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.
- 17. AT&T and its designees may inspect or observe the Equipment Space, the space designated by AT&T for Verizon transmission cable, the Licensed Facilities, and any work performed by or on behalf of Verizon in the AT&T CO, at any time. If the Equipment Space is surrounded by a security enclosure, Verizon shall furnish AT&T with all mechanisms and information needed for entry to the Equipment Space.
- 18. AT&T and Verizon intend that the Licensed Facilities, whether or not physically affixed to the AT&T CO, shall not be construed to be fixtures. Verizon (or the lessor of Verizon equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by Applicable Laws, and will pay all taxes levied upon the Licensed Facilities.
- 19. Verizon agrees not to sell, convey, or lease Verizon transmission cable under any circumstances, except for a conveyance of Verizon transmission cable to AT&T upon termination of the applicable Space License. Verizon further agrees not to cause, suffer, or permit Verizon transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by Verizon or any act or

- omission of Verizon. If Verizon transmission cable becomes so encumbered, Verizon agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.
- 20. The licenses granted by this Schedule or Agreement are non-exclusive personal privileges allowing Verizon to situate the Licensed Facilities in the locations indicated by AT&T. These licenses and the payments by Verizon under this Schedule or Agreement do not create or vest in Verizon (or in any other person) any property right or interest of any nature in any part of the AT&T CO.
- The licenses granted to Verizon under this Schedule or Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any AT&T CO; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.
- 22. AT&T may relocate the licensed space, or the AT&T CO, or both upon thirty (30) days prior written notice to Verizon. If relocation of Licensed Facilities is required, the Party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is AT&T's responsibility and is performed by AT&T will be without charge to Verizon. AT&T will reimburse Verizon for the reasonable cost of such relocation work performed by Verizon, and AT&T will provide at its own expense any additional or replacement cable racks and Verizon transmission cable needed to accommodate the relocation of the installation. AT&T and Verizon will work together in good faith to minimize any disruption of service in connection with such relocation.
- 23. Licensed Facilities will be furnished, installed and maintained in accordance with the following:
- 23.1 Verizon agrees to furnish all Licensed Facilities.
- Verizon agrees to install the Licensed Facilities. Verizon agrees to comply with specifications and processes furnished by AT&T for installation performed by Verizon.
- Verizon agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in Verizon's frame to the designated AT&T power source. Verizon will distribute the power among its equipment within the Equipment Space.
- Verizon agrees to maintain in good working order all Verizon equipment in Equipment Space. AT&T agrees to repair Verizon transmission cable. Verizon is not permitted to repair installed Verizon transmission cable in order to avoid possible harm to other transmission cables.
- Verizon may use contractors to perform installation and maintenance for

which Verizon is responsible. AT&T consents to use of those contractors listed on a then current AT&T approved list of Verizon submitted contractors. Use of any other contractors shall require AT&T's prior written consent, which shall not be unreasonably withheld.

- Verizon may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If Verizon chooses to install its equipment in locked cabinets, Verizon shall leave the appropriate keys with AT&T and agrees to allow AT&T the right of entry to such cabinets.
- Under the Space Licenses, AT&T performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by AT&T, and provides no maintenance for any Verizon equipment in Equipment Space. AT&T warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with AT&T technical specifications and that the incidental material provided by AT&T shall be free from defects. AT&T MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 25. In addition to any other rights or remedies that AT&T may have under this Agreement or at law, AT&T may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:
- Verizon fails to pay charges due or fails to comply with any of the terms or conditions of this Schedule 4.2.2.
- Verizon fails to utilize the Licensed Facilities for the authorized purpose described in this Schedule 4.2.2.
- Verizon fails to comply with Applicable Laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Schedule 4.2.2.
- 26. In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:
- Within thirty (30) days after termination of a Space License, Verizon will, at its sole expense, remove all Verizon equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If Verizon fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, AT&T may, at its option, upon ten (10) days written notice to Verizon, perform the

removal and restoration at Verizon's sole risk and expense.

- Because removal of installed Verizon transmission cable may cause damage to other cables or fiber, Verizon agrees to relinquish its transmission cable to AT&T in lieu of removal. Upon termination of the applicable Space License, all Verizon transmission cable will be automatically conveyed to AT&T, thereby becoming the property of AT&T, free of any interest or lien of any kind by Verizon (or by any person claiming through Verizon). At AT&T's request, Verizon will promptly execute and deliver to AT&T a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of Verizon transmission cable to AT&T.
- 26.3 If no monies are owed by Verizon to AT&T under this Agreement, AT&T agrees to deliver such removed equipment to Verizon's last known business address or to a domestic location designated by Verizon, at Verizon's sole risk and expense. If monies are so owed, Verizon agrees that AT&T may either take ownership free of any interest or lien by Verizon (or those claiming through Verizon) or treat such equipment as abandoned by Verizon.

# **SCHEDULE 5.6**

#### Schedule 5.6

### **Bills**

# 1. <u>Issuance of Bills - General</u>

1.1 Verizon and AT&T will issue all bills in accordance with the terms and conditions set forth in this Agreement. Verizon and AT&T will establish monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"), which Bill Date shall be the same day month to month. Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN.

# 1.2 Intentionally omitted

- 1.3 Each Party will provide the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.
- 1.4 AT&T and Verizon shall provide each other reasonable notice if a billing transmission is received and cannot be processed. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. If the fault in the transmission is due to an error by the billing Party, the payment due date for such resubmitted transmission(s) will be thirty (30) days from the date of the corrected transmission.

### 2. Electronic Transmissions

2.1 Verizon and AT&T agree that each Party will transmit billing information and data in CABS:BOS format electronically via Connect:Direct to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit for Connect: Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If Verizon has an established Connect: Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. Verizon must provide AT&T its Connect: Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. AT&T will supply to Verizon its RACF ID and password before the first transmission of data via Connect:Direct. Each Party shall provide to the other Party, in written form, all applicable dataset format information. Any changes to either Party's Connect: Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

# 3. Tape or Paper Transmissions

3.1 In the event that electronic transmission of billing information and data via Connect:Direct is unavailable due to service outage, or as otherwise mutually agreed to by the Parties, the Parties will transmit billing information and data to each other via cartridge tape, paper or such other medium as agreed to by AT&T and Verizon for the duration of the service outage. Within a reasonable time period following service restoration, electronic transmission of billing information and data via Connect:Direct shall resume. Each Party shall notify the other Party of the correct billing address(es).

### 4. Testing Requirements

- 4.1 At least fifteen (15) days prior to either Party sending the other Party a mechanized bill for the first time via electronic transmission, or at least fifteen (15) days prior to changing mechanized formats, Verizon shall send to AT&T bill data in the appropriate mechanized format for testing to ensure that the bills can be processed.
- 4.2 During the testing period, the billing Party shall transmit to the other Party billing data and information via paper transmission.

# 5. Additional Requirements

- 5.1 The Parties agree that if the billing Party transmits data to the other Party in a mechanized format, the billing Party will also comply with the following specifications:
  - a. The BAN shall not contain embedded spaces or low values.
  - b. The Bill Date shall not contain spaces or non-numeric values.
  - c. Each bill must contain at least one detail record.
  - d. Any "From" Date should be less than the associated "Through" Date and neither date can contain spaces.

### 6. **Bill Accuracy Certification**

The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, each Party will be responsible and accountable for transmitting to the other Party an accurate and current bill. The Parties may mutually agree to implement control mechanisms and procedures to render a bill that accurately reflects the Unbundled Network Element, Combination, Interconnection or Resold Service ordered and used by the other Party.